

in restricted duty positions will be made in seniority order provided the Employee is able to perform the duties of the particular restricted duty position.

Notwithstanding the provisions of this Article, Employees on restricted duty for a non-duty related injury or illness and who are able to perform the duties of their regularly assigned job will not be subject to being displaced by either an Employee having a duty related injury or illness or by a more senior Employee having a non-duty related injury or illness.

The Department will maintain a continuous listing of those Employees who are on restricted duty which will indicate their duty assignment, seniority date, whether the status is for a duty or non-duty related reason, and other relevant data the parties may from time to time agree upon. The Department will provide the Association with a copy of the list on any day that a change has been made.

Nothing in this Article will affect the right of the Department under the Charter of the City of Detroit to refer Employees for duty or non-duty disability pensions.

An officer on limited duty normally will not wear a uniform except under emergency conditions when ordered by his commanding officer. In such cases, however, the officer will not leave the building or travel to and from work in uniform.

- F. Determination of Sick or Disability Status. It is the responsibility of a physician designated by the Department to determine whether the illness or injury of an Employee is duty incurred. When an Employee sustains an original injury in the performance of duty during his regular duty hours, and is unable to complete his tour of duty, he shall be carried disabled. At all other times, he shall be carried sick until a final determination is made by a physician designated by the Department. Under no circumstances shall the status of an Employee being carried sick or disabled be changed in the time book or other Department records without the written authorization of a physician designated by the Department. A physician designated by the Department shall authorize such change by preparing an inter-office memorandum. Employees are automatically assigned to Platoon Two while disabled.
- G. Report for Duty When Ordered. Any Employee reported fit for duty by a physician designated by the Department who does not report at the roll call indicated by the physician will be considered absent without leave.
- H. Return to Duty. To assure proper health safeguards for Department personnel, Employees who are ordered off duty by a physician designated by the Department due to illness or injury, whether service connected or not, will not be returned to active or limited duty assignments without being certified for such assignment by a physician designated by the Department.
- I. Illness or Injury Services. In non and/or post emergency cases, police personnel who have incurred a service connected illness or injury must obtain approval from a physician designated by the Department before securing any type of medical attention or treatment

for the illness or injury, including x-rays and dental care. The Department will not be liable for costs so incurred unless prior approval is obtained.

Officers who are duty disabled or on limited duty will report for physical examinations when directed by a physician designated by the Department. Furthermore, as a condition for continuing disabled or limited duty status and the benefits thereof, the officers must submit to all reasonable examinations ordered by the Department. Failure to do so will lead to immediate termination of such status and benefits.

- J. Depletion of Sick Banks. If an Employee is unable to perform police duties when all his sick banks are exhausted, he shall be dropped from the payroll unless he is eligible for non-duty connected retirement benefits. An Employee exhausting his sick banks who has completed five (5) or more years of service and who is otherwise eligible for non-duty connected disability retirement, may be retired at his own request or at the request of the Chief of Police subject to the approval of the retirement board.

An Employee may apply for reinstatement within two (2) years of being removed from the payroll if he recovers sufficiently from his illness or injury to return to duty. He may be reinstated in the same status as when he left upon proper certification by a physician designated by the Department and appointment by the Chief of Police.

- K. Bonus Vacation Days. Bonus vacation days are granted for unused current sick time. Officers who have accumulated a minimum of fifty (50) sick days including both current and seniority days and have a minimum of six (6) years of service on July 1st of each year will be credited with one-half of the unused current sick time from the previous fiscal year up to six (6) days. An officer may request to take his bonus vacation days in any sequence by submitting a request in writing to his commanding officer. This request will be reviewed for the availability of personnel by his commanding officer. The Department must ensure that bonus vacation days are expended proportionately throughout the year and are not carried until the last months of the fiscal year; therefore, on May 1st, the commanding officer may assign the remaining bonus vacation days at his discretion. Bonus vacation days that are not used prior to the end of the fiscal year will be lost, except that an Employee may carry over up to two unused bonus vacation days to the next year. Seniority will be a prime consideration when several officers request the same period of time off. When granted time off, bonus vacation days will be deducted from an Employee's bank before compensatory time is deducted.

- L. Retirement and Death Sick Leave Payment. Immediately preceding the Effective Date of an Employee's retirement, exclusive of duty and non-duty disability retirement, or at the time of an Employee's death, he or his estate shall be entitled to pay for his unused accumulated sick banks as follows:

An Employee shall receive full pay for 50% of the unused accumulated sick bank amounts.

Effective July 1, 2003, an Employee shall receive full pay for 70% of the unused accumulated sick bank amounts.

Effective July 1, 2008, an Employee shall receive full pay for 85% of the unused accumulated sick bank amounts.

If an Employee is granted a duty or non-duty disability retirement, he shall be entitled to a reimbursement of unused sick time according to the preceding formula, upon attaining his normal full duty retirement date and petitioning the Chief of Police for such reimbursement.

M. Regularity in the Use of Sick Leave Benefits

1. General. The Detroit Police Department is responsible for providing efficient law enforcement services. Maximum attendance is required from all Employees if this responsibility is to be fulfilled.
2. It is, therefore, necessary to identify and correct Employees who have developed a pattern of regularity in the use of their sick leave benefits. Therefore, all commanding officers are to review the records of their Employees quarterly: each January 10th, April 10th, July 10th, and October 10th.
3. Counseling Regarding Regularity in the Use of Sick Leave Benefits. Upon review, the commanding officer shall counsel subordinates whose records show such an indication. The counseling session shall include a discussion of the pattern observed to date, and the Employee's reason for absences. Where appropriate, the commanding officer shall explore positive future courses of available action with the Employee in an effort to assist the Employee in adopting corrective measures. At the end of the counseling session, the commanding officer shall prepare a detailed report of the meeting and attach the report to the Employee's Detroit Police Department Attendance Card, D.P.D. 350-C. A copy of this report shall be provided to the Employee. Note, however, that said counseling does not constitute disciplinary action and as such may not be noted in the Administrative Counseling Register. Further, said detailed report shall be removed from D.P.D. 350-C at the end of six months providing no further corrective action has been necessary since the initial counseling session with the Employee.
4. Continued Pattern of Regularity in the Use of Sick Leave Benefits. If counseling does not produce improved attendance, and the commanding officer, after meeting with the Employee, determines that no satisfactory reason exists which would justify said continued regularity in sick leave usage, the commanding officer shall personally serve the Employee with a Notice of Regularity in the Use of Sick Leave Benefits, D.P.D. 350, and forward the necessary copies as outlined on the form. The commanding officer shall inform the Employee of the requirement to obtain documentation of the illness or of the illness of a family member, which necessitates the Employee's absence from work. This documentation shall consist of a statement from a physician concerning the illness for each sick day taken during the next three month period. This requirement must be strictly adhered to during said period of time, except where the

commanding officer is convinced that a reasonable basis exists for not requiring a physician's note in conjunction with a particular absence. The Employee will also be advised that said physician's documentation shall be submitted on D.P.D. 350-A, or an equally detailed doctor's note, and shall be presented to the Employee's section commanding officer within three days after returning to duty. This documentation is subject to the review of the Department physician. Commanding officers shall ensure that the copy of D.P.D. 350-A, which is submitted by the Employee is forwarded to the Medical Unit forthwith for retention.

An Employee unable to perform police duties because of injury or while recuperating from an illness may absent himself from his home while sick. This right shall not apply to an Employee who has been properly served with D.P.D. 350-A and is under the provisions of D.P.D. 350 as stated above. Such an Employee, if being carried sick for any reason set forth in Section B must secure permission from the officer in charge of the unit to which he is assigned, or if his unit is closed, the precinct in which he resides, to absent himself from his place of confinement. This restriction does not apply on leave days or non-duty hours.

No Employee shall be required to substantiate his illness or that of a member of his immediate family with respect to medical verification until the Department has complied with the provisions of this Article.

The commanding officer shall further advise the Employee that failure to satisfactorily comply with the regulation will result in the designation of each working day taken as "Sick" to "Absent No Pay." The commanding officer shall also advise the Employee that unless attendance improves, disciplinary action may be imposed.

5. Improved Attendance. An Employee placed on a D.P.D. 350 will have his attendance reviewed on a quarterly basis and will be removed from the restrictions of the provision upon a showing of improved attendance within the meaning of the following definition.

"Improved attendance" as used herein shall mean that the Employee has consistently and reliably demonstrated the capacity to provide proper and sustained attendance within the meaning of this Article. For purposes of interpreting the preceding sentence, the word "sustained" shall be construed to mean an improvement, which demonstrates that the abuse has been eliminated.

6. Extended Medical Treatment. Employees who document that their illness requires treatment on a regular basis may submit D.P.D. 350-A for that ailment on a semi-annual basis. The Department physician, however, may want further verification concerning said ailment, and accordingly the Employee may be required to see the physician.

7. Failure to Present Documentation by a Physician. If failure to comply with the regulation set forth on D.P.D. 350 occurs, the section commanding officer shall personally serve the Employee with a Notice of Failure to Present Documentation by a Physician, D.P.D. 350-B, and shall forward the necessary copies as outlined on the form. A Designation of "Absent No Pay" will be entered in timekeeping records.
8. Appeals. Any Employee may file a grievance to protest any alleged improper action taken under the attendance control program, including allegedly improper counseling, the placement of an individual on attendance control procedures, the failure to remove a person from initial counseling or attendance control procedures, or the imposition of an "Absent No Pay" day. If the grievance is granted, the arbitrator shall be empowered to provide an appropriate remedy, including reimbursement of expenses for medical visits ordered by the Department.

36. FUNERAL LEAVE

- A. If a death occurs among the Employee's immediate family such Employee will be granted three (3) days funeral leave, not to be deducted from his sick bank provided that such leave may be extended to five (5) days within the discretion of the unit commanding officer based on individual circumstances.
- B. The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, or other relatives that are members of the Employee's household.
- C. If a death occurs among the relatives of the Employee, such Employee will be granted one (1) day funeral leave not to be deducted from his sick bank.
- D. Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, or father-in-law.

37. HOLIDAYS AND EXCUSED TIME

- A. Schedule of Holidays. Employees will be entitled to the following holidays:

New Year's Day	January 1st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th

Thanksgiving Day

Fourth Thursday in November

Christmas Day

December 25th

- B. Holiday Premium. The Holiday Premium rate will be double time (2X) for all Employees who work on a holiday in addition to the regular day's pay.
- C. Holiday work opportunities will be extended to Employees on furlough as specified below:
1. Employees on furlough when a holiday occurs shall be offered an opportunity to work the holiday if their names are reached on the roster. If the Employee accepts the opportunity, the entry made on the holiday roster shall be the same as if the holiday had been worked while not on furlough. In order to assure that the holiday scheduling of such Employees can be properly managed, prior to starting their furlough or prior to the minimum posting date, whichever is earlier, the Employees must inform their immediate supervisor in writing whether or not they desire to work the holiday.
 2. Employees on furlough when a holiday occurs, and who decline their opportunity to work, shall not be considered as having refused holiday work and shall be entered on the roster as "Holiday Furlough" (HIF).
 3. Employees will be required to utilize the standard number of leave days (5) with the furlough unless waived by mutual consent of the Employee and the Department.
 4. When a holiday falls on one of the attached leave days granted in connection with a furlough, the Employee will have the option of working the holiday if:
 - a. The holiday roster rotation shows the Employee is in the rotation to work the holiday; and
 - b. Prior to starting a furlough, the Employee has informed the immediate supervisor in writing whether or not he desires to work the holiday.
 5. When a holiday falls on any one of the attached leave days granted in connection with a furlough and the holiday roster rotation shows the Employee is in the rotation to work the holiday and:
 - a. the Employee has chosen not to work the holiday; or
 - b. has not given written notice concerning his desire to work the holidaythe Employee shall be carried as Holiday Furlough (HF) as opposed to Holiday Refused (HR).

D. Scheduling Holidays for Lieutenants, Sergeants, Investigators, and Detectives.

Under normal circumstances, holiday assignments will be posted seven (7) calendar days prior to the holiday. When two (2) holidays fall within a fourteen (14) day period, assignments for the second holiday will be posted a minimum of two (2) days in advance of that holiday. Should a position become available after the holiday detail is posted and the Department decides to fill that position, the next eligible Employee(s) will be polled to work the holiday.

Once the holiday assignments are posted within the minimum contractual posting time it may be changed only to correct an error or to fill a vacancy and after notice to the precinct or section delegate. An affected Employee shall be notified of the change as soon as possible.

Each July 1, a Holiday Work Roster, D.P.D. 592, shall be prepared for purposes of scheduling holiday assignments. Holiday work rosters pertaining to lieutenants, holiday work rosters pertaining to sergeants, holiday work rosters pertaining to investigators, and holiday work rosters for detectives, shall have a continual rotation, which will not start anew each July 1. These rosters shall be prepared by section, by unit, by section and platoon, or by unit and platoon, as applicable. Rosters will be posted on bulletin boards in each precinct and section. Rosters shall be kept up to date and shall cover the period of July 1 through June 30. New transfers shall be immediately assigned to the appropriate roster according to their seniority. When a lieutenant, sergeant, investigator, or detective transfers, the duty status for the previous holiday shall be taken into consideration regardless of where the member worked or what roster the member was on. Newly promoted personnel will be placed on the roster with no duty status for the previous holiday.

If the holiday assignment has been posted in accordance with the minimum time limits, newly assigned personnel shall be placed on the roster for the next holiday and not considered for the holiday posted unless new vacancies arise prior to the holiday.

Holiday detail sheets are posted in order to give all parties advance notice of assignments and to permit the delegate or the Employee to bring any mistakes to the attention of his or her supervisor in a timely manner. An Employee shall notify his or her immediate supervisor of an error on the holiday detail sheet immediately upon discovery, so that it may be corrected forthwith. If an Employee who knows or reasonably should have known of an error fails to provide such notice of the error to his or her immediate supervisor, the error may be grieved but no monetary award shall be awarded.

Holiday assignments for lieutenants, sergeants, investigators, or detectives shall be offered on a rotating basis using seniority in rank, by unit, by shift.

The following steps shall be utilized for preparing a holiday roster.

1. A supervisor preparing the holiday roster shall list all Employees, in descending seniority order, who will be considered to work that respective holiday. The

removal or addition of names to the holiday roster shall conform with the preceding contractual holiday requirements. An Employee's holiday status for the previous holiday shall be taken into consideration regardless of where he worked or what roster he was on.

2. Once this step is completed, the supervisor shall begin by first selecting, in descending seniority order, the Employees who were carried with a "Special Red Designation" (i.e., Holiday-Furlough, Holiday-Sick, Holiday-Jury Duty, Holiday-Suspended, Holiday-Limited Duty, Holiday-Late Posting, Holiday-Disabled, Holiday-Absent with Leave, Holiday-Funeral Leave) during the previous holiday. When selecting Employees who were carried with a Special Red Designation, the supervisor shall begin at the starting point of the previous holiday and continue through the entire holiday roster once before ending at the current holiday's starting point.
3. Once the Employees with Special Red Designations have been selected, Employees with a red "Holiday" designation shall be chosen, in descending seniority order, beginning at the starting point of the current holiday and shall continue through the entire holiday roster, returning to the current holiday's starting point.
4. Once all Employees with red designations are selected for work opportunities, the continual rotation shall continue from where it left off the previous holiday (the current "starting point"), selecting Employees with black "holiday worked" status, in descending seniority order, until sufficient personnel are obtained.
5. A new cut off point will then be marked immediately following the last Employee selected for a holiday worked opportunity.
6. Entries on Roster. Entries on the holiday roster shall be made in the following manner:
 - a. Worked -W- (Black) - indicates an employee worked the holiday.
 - b. Holiday Refused -HR- (Black) - indicates an employee was given the opportunity to work, but refused.
 - c. Holiday -H- (Red) - indicates an employee was not up to work the holiday and was on holiday.
 - d. Holiday Furlough -HF- (Red) - indicates an employee would have been eligible to work the holiday, but was on furlough or declined to work a holiday which was among the leave days attached to the furlough.
 - e. Holiday Sick -HS- (Red) - indicates an employee was eligible to work the holiday, but was unable to do so because of being sick.

- f. Holiday Disabled -HD- (Red) - indicates an employee was eligible to work the holiday, but was unable to do so because of being disabled.
 - g. Holiday Jury Duty -HJD- (Red) - indicates an employee was eligible to work the holiday, but was unable to do so because of jury duty.
 - h. Holiday Limited Duty -HLD- (Red) - indicates an employee was eligible to work the holiday, but was not allowed to do so due to the fact that there were no job openings available for an employee on limited duty status.
 - i. Holiday Late Posting - HLP - (Red) - indicates an employee was not eligible to work the holiday when the holiday roster was posted but after the posting was asked due to a position becoming available and declined.
 - j. Holiday Suspended - HX - (Red) - indicates an employee was eligible to work the holiday but was suspended on the holiday and had disciplinary proceedings still pending or an employee who was serving a suspension of more than thirty (30) days as a result of completed disciplinary action (after all appeals have been exhausted).
- An officer serving a suspension of thirty (30) days or less as a result of completed disciplinary action (after all appeals have been exhausted) shall be allowed to work a holiday if eligible.
- k. Holiday Absent with Leave - HAWL - (Red) - indicates an employee was eligible to work the holiday but was on an authorized absence with leave.
 - l. Holiday Funeral Leave - HFL - (Red) - indicates an employee was eligible to work but was on funeral leave

If insufficient personnel volunteer to work the holiday on a given platoon, reverse seniority shall prevail and personnel may be ordered to work. In the event sufficient personnel are still not available to meet Department needs, holiday assignments shall be offered to personnel from the remaining platoons. If lieutenants are needed to work, the lieutenants with the greatest seniority, in rank, by unit or section as applicable, shall be given the opportunity to work. If sergeants are needed to work, the sergeants with the greatest seniority, in rank, by unit or section as applicable, shall be given the opportunity to work. If investigators are needed to work, the investigators with the greatest seniority, in rank, by unit or section as applicable, shall be given the opportunity to work. If detectives are needed to work, the detectives with the greatest seniority, in rank, by unit or section as applicable, shall be given the opportunity to work. If insufficient personnel volunteer to work, reverse seniority shall prevail. Lieutenants, sergeants, investigators, and detectives shall not be permitted to change platoons in order to work a holiday except as outlined above.

Employees on limited duty status are entitled to participate in the normal continuous rotation of holiday work opportunities. However, their opportunity to receive an assignment is restricted to those assignments, which can be performed by an Employee

on limited duty. Limited duty positions shall not be created by bumping regularly assigned Employees from their respective regular job assignments.

Employees temporarily assigned out to other commands shall remain on the holiday roster of their parent command and are fully entitled to work a holiday assignment at those commands when their names are reached. Assigned out Employees may also work at the temporarily assigned unit provided first, they are entitled by virtue of their position on the holiday list and second, that they do not replace permanently assigned personnel at the temporarily assigned unit.

- L. Excused Time Days. Employees shall be granted eight (8) hours of "Excused Time" on Good Friday or eight (8) hours on the last scheduled day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day provided they are on the payroll through the holiday in question. Employees shall also be granted eight (8) hours of "Excused Time" on Martin Luther King's Birthday. Employees shall be granted eight (8) hours of "Excused Time" on Easter Sunday. Employees required to work any portion of the "Excused Time" on these days will receive equal time off for hours worked or straight time cash at the option of the Chief of Police. No holiday premium will be paid for work on these days.

38. VACATION SELECTION AND CANCELLATION PROCEDURE

- A. Employees shall make their furlough selection in accordance with the established schedule of furlough periods:
1. Drawing for Summer furlough will be conducted on March 20th. Drawing for Winter furloughs will be conducted on September 20th.
 2. Furlough selections shall be based on seniority consistent with the efficient operation of the precinct or bureau.
 3. The criteria for selection of furloughs shall first be rank, then time in rank, and in cases where these factors are equal, by Department seniority.
 4. Administrative Lieutenants and Sergeants, including I.O.U., Patrol Supervisors, and Special Operation Supervisors, shall draw separately.
- B. Leave days added to a furlough shall not be canceled unless the accompanying furlough is canceled.
- C. An Employee who is promoted or transferred conserves the furlough choice he has made.
- D. All units may have ten percent (10%) of their Detective, Investigators, and Sergeants on furlough at any one time unless Management makes a good faith determination that manpower conditions require otherwise. Among other factors, such a decision will in all cases be deemed to be in good faith where the Department is operating at a headcount deficit relative to budgeted headcount.

- E. The annual furlough shall be divided into two (2) seasons, Summer and Winter. Each furlough season shall consist of thirteen (13) furlough periods, corresponding with the bi-weekly payroll periods. Each furlough period shall contain ten consecutive days, which shall begin with the first day of the payroll period. The furlough shall also include the standard number of leave days granted in connection with the furlough.
- F. For furlough periods in the first half of the pay period, the leave days will be attached to the end of the furlough period.

For furloughs taken in the second half of the pay period, leave days will be attached to the end of the furlough period up to the end of the pay period. Employees will then have the option of selecting the remainder of the standard number of leave days (5) if chosen either prior to the beginning of the furlough period or into the subsequent pay period utilizing leave days from the subsequent pay period if they choose.

- G. All Employees will have the option each year of banking one of their two furlough periods. The Employees have the option to forfeit the furlough in lieu of cash compensation or bank the furlough at the minimum wage of the applicable rank.

Such payment will not be included in the computation of average final compensation for pension purposes. Such an option shall be given, in writing, by the Employee at the time of furlough selection. Failure to exercise the option, in writing, at the time of furlough selection shall be a full and complete waiver of the option for that furlough period.

39. EMERGENCY OR EXCUSED DAYS

- A. Personal, emergency, or excused days shall be granted to an Employee for an absence justified by urgent reasons such as attendance to demanding personal business which cannot be normally taken care of outside of working hours.
- B. Not more than five (5) such personal, emergency, or excused days shall be granted in any one fiscal year to an Employee under any circumstances. All personal, emergency, or excused days that are granted shall be deducted from the Employee's accumulated sick bank and will, consequently, affect the accumulation of bonus vacation days.
- C. Any Employee under the restrictions of the attendance control program (D.P.D. 350) shall not be allowed to have emergency or excused days deducted from his sick banks and will be carried Absent No Pay.

40. MEAL PERIOD

- A. Each Employee is entitled to one thirty (30) minute unpaid meal period per eight hour tour of duty. Each Employee is entitled to one thirty (30) minute unpaid meal period and one fifteen (15) minute unpaid meal period per ten (10) or twelve (12) hour tour of duty.
- B. Employees assigned to inside duty shall be permitted, during their meal period, to leave their work locations.

41. UNIFORMS

- A. Employees shall continue to be provided with uniforms and accessories in accordance with present practice.
- B. Employees shall receive an annual uniform cleaning allowance of two hundred and fifty dollars (\$250) per year payable the first payroll period each fiscal year.
- C. The Department will no longer issue replacement uniforms and accessories. Employees will instead receive a uniform allowance of eight hundred and fifty dollars (\$850) annually for the procurement and maintenance of all of the member's required uniforms and accessories. The Employee shall be responsible for procuring uniforms and equipment according to Department specifications. This allowance shall not include maintenance and procurement of bulletproof vests or other specialty equipment, which the Department shall continue to procure and issue directly to the Employees. Employees shall continue to receive the annual two hundred and fifty dollar (\$250) cleaning allowance. These allowances shall continue to be payable the first payroll period each fiscal year.

42. COPIES OF AGREEMENT

The City agrees to furnish the Association with an electronic copy of this Agreement and 100 paper copies of this Agreement.

43. HOSPITALIZATION, MEDICAL INSURANCE AND OPTICAL CARE

- A. During the term of this Agreement, Employees will be eligible to participate in the group medical, prescription drug, dental, and vision plans ("Medical Plans") offered by the City. Unless the parties mutually agree otherwise, the City's 2014 medical plan designs ("Medical Plan Designs") will remain in place during the term of this Agreement. For purposes of this Section, the term Medical Plan Design will collectively refer to deductibles, co-payments, covered services, networks, and third party administrators or insurers.
 - 1. Notwithstanding this section A, the City will promptly analyze providing ScriptGuideRx, Inc. as a pharmacy benefits manager ("PBM") for the self-insured PPO option provided to police and firefighter active employees who enroll for health insurance. The City agrees to include ScriptGuide as a PBM for its self-insured option for active police and firefighter enrollees if (i) the City concludes - in its sole discretion - that ScriptGuide can be provided on a cost neutral or lower cost basis for the City relative to the continued use of Caremark during its first contract year of use and the Contract term, and (ii) following an analysis by the City respecting ScriptGuide's applicable managed formulary, generic utilization, network and co-payment structure, and sharing of that analysis and discussion with the Association, the DPLSA approves the City's use of ScriptGuide as the PBM for its self-insured option for DPLSA, even if the co-pay structure for generic, brand or specialty prescription drugs necessary for cost

neutrality requires higher active employee co-pays for certain forms of prescription drugs. Notwithstanding the above, the City agrees prior to any final determination, that it will meet and confer with the DPLSA to discuss its findings. The City shall determine whether ScriptGuide will be cost neutral or lower prescription drug costs based on the cost for the entire active population. If ScriptGuide is substituted for Caremark, any savings resulting therefore will be determined and distributed in accordance with Section J(1)(b) of this Article.

- B. Employees will be required to make monthly contributions for their benefits based upon the plan and coverage tier selected by the Employee. Monthly contributions will be deducted from Employee payroll disbursements on a pre-tax basis (if authorized by the employee), in accordance with applicable law.
1. For calendar year 2014, Employees' monthly contributions under the City's Medical Plans will remain at the levels in place as of the Effective Date of this Agreement.
 2. For subsequent calendar years during the term of this Agreement, Employees' monthly contributions under the City's Medical Plans will be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the medical coverage, subject to the terms and conditions and limitations set forth in this Article. Under this cost sharing arrangement, the City will pay eighty percent (80%) of the costs of each coverage tier in the City's Medical Plans, and Employees participating in each coverage tier will pay twenty percent (20%) of the costs for such coverage tier. Premiums will be calculated as follows:
 - a. For the Health Alliance Plan ("HAP") health maintenance organization ("HMO") plan, a participating Employee will pay 20% of the premium charged by HAP for his/her coverage tier. Such premiums will be established by HAP, subject to confirmation by an independent enrolled actuary retained by the City ("Enrolled Actuary").
 - b. For the Blue Cross/Blue Shield ("BCBS") preferred provider organization ("PPO") plan, monthly contributions will be set such that Employees in each coverage tier collectively pay twenty (20%) of the costs for that coverage tier. Such monthly contributions will be calculated by the Enrolled Actuary. Monthly contributions will be calculated in accordance with generally accepted actuarial principles, and will take into account claims experience from the prior fiscal year, inflation, actual and anticipated administrative costs, actual and anticipated fees and surcharges (including those associated with compliance with the Patient Protection and Affordable Care Act ("ACA")), and any other relevant costs or factors as determined by the Enrolled Actuary.
- C. C.O.P.S. Health Trust: For calendar year 2015 and for subsequent calendar years during the term of this Agreement, Employees may elect to participate in medical benefit plans

offered by C.O.P.S. Health Trust ("COPS Trust") in lieu of the City's Medical Plans subject to the following conditions:

1. An Employee who participates in COPS Trust may not concurrently participate in any City Medical Plan.
 2. For each Employee who elects to be covered by COPS Trust, the City will make a monthly contribution to COPS Trust that is equal to the lesser of (a) the City's *pro rata* contribution under the HAP Plan in the corresponding coverage tier (e.g. single, two person, family) or (b) the City's *pro rata* contribution under the BCBS Plan for the corresponding coverage tier. Under no circumstances will the City's monthly contribution to COPS Trust exceed the City's monthly contribution for coverage under the lowest cost City plan for the applicable coverage tier.
 3. The City will have no obligations in connection with COPS Trust other than to make the payments described in this Section C. Specifically, the City will not have any administrative involvement whatsoever in connection with employee participation in COPS Trust, and any employee participating in COPS Trust will be responsible for paying any additional monthly premium payments beyond the City's monthly contribution pursuant to Section C.2 of this Article directly to COPS Trust. Under no circumstances will the City be deemed to be an administrator or fiduciary with respect to any medical plans provided by COPS Trust.
 4. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee participation in COPS Trust, any medical plans offered by COPS Trust, including but not limited to any claims for benefits provided to, or denied, City employees by COPS Trust, as well as any and all claims that are in any way related to any acts or omissions by COPS Trust, or its officers, directors, trustees, employees, or agents.
- D. VSP: For calendar year 2015 and for subsequent calendar years during the term of this Agreement, Employees may elect to participate in vision benefit plans offered by VSP in lieu of the City's vision plan subject to the following conditions:
1. An Employee who participates in VSP may not concurrently participate in any City vision plan.
 2. For each Employee who elects to be covered by VSP, the City will make a monthly contribution to VSP that is equal to the the City's *pro rata* contribution under the Heritage vision plan in the corresponding coverage tier (e.g. single, two person, family). Under no circumstances will the City's monthly contribution to VSP exceed the City's monthly contribution for coverage under the lowest cost City plan for the applicable coverage tier.

3. The City will have no obligations in connection with VSP other than to make the payments described in this Section C. Specifically, the City will not have any administrative involvement whatsoever in connection with employee participation in VSP, and any employee participating in VSP will be responsible for paying any additional monthly premium payments beyond the City's monthly contribution pursuant to Section C.2 of this Article directly to VSP. Under no circumstances will the City be deemed to be an administrator or fiduciary with respect to any medical plans provided by VSP.
 4. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee participation in VSP, any vision plans offered by VSP, including but not limited to any claims for benefits provided to, or denied, City employees by VSP, as well as any and all claims that are in any way related to any acts or omissions by VSP, or its officers, directors, trustees, employees, or agents
- E. Except as provided in this Article, the extent of coverage under the City's Medical Plans will be governed by the terms and conditions set forth in the applicable Medical Plans offered by the City during the term of this Agreement. Plan documents may be modified or amended by the City from time to time in accordance with the terms of the applicable plan documents, provided that such amendments do not violate the terms of this Article. Any questions or disputes concerning any City Medical Plans will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the Grievance & Arbitration Procedures set forth in Articles 8 and 9 of this Agreement.
 - F. The failure of any insurance carrier(s), PBM, or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the City, nor will such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to bargaining unit Employees or beneficiaries of bargaining unit Employees.
 - G. Except as set forth in this Article, during the term of this Agreement, the City Medical Plans will provide benefits with an actuarial value as determined by the Enrolled Actuary that are at the "Gold" level (i.e., approximate actuarial value of 80%), as defined by the ACA. In the event that the actuarial value of a City Medical Plan's benefits falls below the "Gold" level as determined by the Enrolled Actuary during the term of the Agreement, the City will meet and confer with the Union to discuss potential modifications to the Medical Plan during the subsequent plan year to raise the actuarial value of the benefits to the "Gold" level.
 - II. Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require the City to fall out of compliance with the requirements Public Act 152 of 2011 ("PA 152"). MCL § 15.561 *et. seq.* The City's

Enrolled Actuary will be responsible for periodically monitoring compliance with the requirements of PA 152. In any event where the Enrolled Actuary determines that the City is reasonably likely to fall out of compliance with PA 152, the City will meet and confer with the Union for a period not longer than thirty (30) days in order to discuss potential modifications to the terms of the Medical Plans or to the allocation of premium payments by the City and the Employees. To the extent the City and the Union are unable to reach an agreement within thirty (30) days, the City may make any necessary modifications to ensure compliance with PA 152.

- I. Surviving Spouses/Dependents. Current and future spouses and dependents of bargaining unit employees who are killed in the line of duty will be eligible to continue to participate in the City's Hospitalization, Medical Insurance, Optical and Dental care plans on the same terms and conditions as active bargaining unit members.

J. Retiree Medical Benefits.

- I. Retiree Medical Subsidy. The City will contribute the following amounts towards the cost of retiree health benefits for Eligible Retirees (the "Retiree Medical Subsidy"):
 - a. On or before January 31, 2015 (and each subsequent January 31 during the term of this Agreement), the City will contribute a total sum of one million dollars and no cents (\$1,000,000.00) to the COPS Trust VEBA to fund retiree medical benefits for City of Detroit employees (and Eligible Retirees) in the bargaining units represented by the DPLSA, the Detroit Fire Fighters Association (DFFA), the Detroit Police Command Officers Association (DPCOA), and the Detroit Police Officers Association (DPOA) (collectively, the "Public Safety Unions"). The amount contributed on behalf of the DPLSA will be determined by: (a) dividing the total DPLSA bargaining unit headcount as of July 1, 2014, by (b) the total active employee headcount in the four Public Safety Unions as of July 1, 2014, and then (c) multiplying the quotient by \$1,000,000.00 (DPLSA headcount ÷ total Public Safety Union headcount) × \$1,000,000.00).
 - b. In addition, if, pursuant to the May 5, 2014 Term Sheet, ScriptGuide is substituted for Caremark for DPLSA employees in connection with the self-insured PPO option, no later than 90 days after the close of a calendar year, the City shall direct an independent third party prescription drug audit specialist of the City's choosing-- which may include Remedy Analytics or Trivantage Pharmacy Strategies LLC -- to conduct a PBM pricing audit. The audit specialist shall obtain individual prescription drug claim data and pricing data from ScriptGuide, and a reasonable sampling of similar data from the City employee population that is covered by Caremark, and shall examine the contract provisions and actual pricing application and compare such data. Based on such information and other relevant information as the audit specialist determines, the audit specialist



shall then determine in its sole discretion the extent of the cost savings to the City from using ScriptGuide in comparison to Caremark. The third party audit specialist's determination shall be binding and the union shall not be able to grieve, arbitrate, mediate or otherwise litigate that determination. Any cost savings determined by the third party specialist shall be split 50-50 between the City and the covered employees in the following manner; An amount equal to 50% of the cost savings shall be applied in the year following the determination to retiree health benefits for DPLSA active members.

- c. Any foundation money available to fund medical benefits for Public Safety Union retirees shall also be contributed to the COPS Trust VEBA.
2. No Additional Liability. Other than the Retiree Medical Subsidy, the City shall not be required to pay any additional amounts including, but not limited to start-up costs, to the COPS Trust VEBA, or to pay any other sums (including but not limited to administration expenses), in connection with retiree health coverage for Eligible Retirees during the term of the Agreement. Moreover, the parties agree that COPS Trust shall have sole responsibility for maintaining and investing all funds contributed by the City pursuant to this Article 43, Section J, and shall be solely responsible for determining the benefit design and form, amount, and timing of all benefit payments to Eligible Retirees pursuant to this Agreement, and COPS Trust shall have sole responsibility to ensure that all of COPS Trust's acts or omissions with respect to the provision of benefits to Eligible Retirees comply with applicable law. As such, other than its obligation to timely pay the Retiree Medical Subsidy, the City shall have no responsibility and shall face no liability to any party with respect to the provision of benefits to Eligible Retirees pursuant to Article 43, Section J.
3. Indemnification. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee or Eligible Retiree participation in the COPS Trust VEBA, including but not limited to any claims for benefits provided to, or denied, City employees or Eligible Retirees (or their spouses or dependents) by the COPS Trust VEBA, as well as any and all claims by other persons that are in any way related to any acts or omissions by the COPS Trust VEBA, or its officers, directors, trustees, employees, or agents.
4. Eligibility. Employees who retire on or before December 31, 2014 shall participate in the OPEB settlement available to existing retirees in accordance with the Plan of Adjustment in In re City of Detroit, Case No. 13-53846. Employees who retire and receive pension benefits from the PFRS on or after January 1, 2015 ("Eligible Retirees") shall be eligible for retiree health care benefits from the COPS Trust VEBA as determined by such VEBA and as set forth herein.

44. DEATH BENEFITS AND LIFE INSURANCE

A. Death Benefits.

The City Code, Chapter 13, Article 8, Section 13-8-8 currently provides a death benefit of \$10,000.00.

1. Membership

Mandatory for regular Employees

2. Contributions

By the City - \$20.70 per year per Employee.

By the Employee - 25¢ per week or \$13.00 per year.

If during the term of this Agreement, the Employee Benefit Board approves an increase in the death benefit eligible for payment to members of the plan, the parties agree that this increased benefit will be applicable to Employees covered by this Agreement.

B. Payment for Employees killed or permanently disabled in the line of duty:

1. A lump sum duty death benefit of \$10,000 shall be paid to the beneficiaries or estate of Employees who are killed or who die as a result of injuries sustained in the actual performance of their duties in accordance with the City Council resolution of August 23, 1977 page 1683, March 2, 1954, page 509 and March 26, 1974, page 627.
2. A lump sum payment of \$10,000 shall be made to any Employee who is totally and permanently disabled from illness or injury arising solely out of the actual performance of his duties. "Totally and permanently disabled" shall be defined exclusively as follows:
 - a. Total and permanent loss of sight of both eyes.
 - b. Loss of both legs or both feet at/or above the ankle.
 - c. Loss of both arms or both hands at/or above the wrist.
 - d. Loss of any two of the members or facilities enumerated in (a), (b), or (c).
 - e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
 - f. Incurable insanity or imbecility. Claims for this payment shall be made in accordance with the City Council resolution of March 26, 1974, page 627.

Employees who receive a permanent disability under this article shall be ineligible for the \$10,000 Duty Death Benefit described in Section #1, above.

Denial of the \$10,000 Duty Death Benefit may be appealed directly to arbitration in accordance with Article 9 of this Agreement.

C. Group Life Insurance

A group life insurance program for the Employee and his family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

1. Membership

Optional for members of the Employees Benefit Plan.

2. Contributions

The City shall pay 100% of the premium for insurance up to and including \$35,000 for each member plus \$5,000 for each dependent.

Additional life insurance may be purchased through this plan at the Employee's expense.

Employees and their dependents who are on a duty disability retirement shall be covered by this program.

D. Fund for Deceased Employee. To the extent any Employee dies during the term of this Agreement, each active Employee shall be required to contribute \$10 to a fund for the benefit of the estate of the deceased Employee. The City will make reasonable efforts to coordinate the collection of contributions to the fund for deceased Employees through the City's payroll systems.

E. Employees Killed in the Line of Duty. In the event an Employee is killed in the line of duty during the term of this Agreement, the City shall make a one-time payment of \$40,000 (in addition to any other applicable payments set forth in this Section) to the Employee's designated beneficiary of record.

45. RECALL PAY

Employees are entitled to recall pay at a time and one-half (1½) rate if recalled to duty after reporting off duty and before their next tour of duty. A minimum of two hours will be granted to a recalled Employee. Travel time, not to exceed one-half hour each way, shall be granted for travel to and from the duty station when the total time worked exceeds one hour.

The recall rate shall not be paid when an Employee works continuously beyond his normal tour without first being relieved. The recall rate shall terminate as of the hour that his next regular tour was scheduled to begin and he will not receive any travel time back to his residence.

Recall pay shall not be granted when:

- a. A mobilization has been ordered;
- b. Leave, furlough, bonus vacation days or compensatory time days have been canceled;
- c. A Employee has been directed to appear in court;
- d. An Employee is given notice of a change in shift starting time prior to his going off duty.

46. PERFORMANCE EVALUATION RATINGS

- A. Each Employee shall be rated by his or her immediate supervisor at least once per year.
 1. Upon completion of the rating, each Employee will be personally informed of their respective evaluations by the immediate supervisor who prepared the evaluation.
 2. Any Employee who wishes to appeal his performance evaluation must make a written request to the Chief of Police or his/her designee within thirty days of receiving his copy of the evaluation and must identify each trait he is appealing and cite a brief basis for appealing that rating.

47. PENSION AND RETIREMENT BENEFITS

During the term of this Agreement Employees will be entitled to retirement benefits in accordance with the terms of the November __, 2014 Memorandum of Understanding Regarding the Police and Fire Retirement System of the City of Detroit, Michigan. The terms of the November __, 2014 Memorandum of Understanding may be modified to conform with any plan of adjustment approved by the United States Bankruptcy Court.

48. GENERAL PROVISIONS

- A. Relation to Regulations, etc. This Agreement shall supersede any rules, regulations, ordinances, or resolutions inconsistent herewith.
- B. Exhibits I, II, and IV of the 2009-2013 Collective Bargaining Agreement are eliminated from the 2013-2019 Collective Bargaining Agreement. Moreover, Paragraph M of Exhibit III will be eliminated.
- C. In the event that the Department enters into a consensual collective bargaining agreement with any other labor organization representing employees of the Department that provides union represented employees in the Department with general wage increases, coverage under City active or retiree medical plans, or retirement benefits that are more favorable than those provided to employees under this Agreement, the Department will promptly notify the Association of such terms and, upon request, increase the compensation or benefits provided to Employees covered by this Agreement, to such higher amount and/or comparable terms or conditions.

- D. In the event that the Bankruptcy Court approves a plan of adjustment that provides Department employees represented by another labor organization with general wage increases, coverage under City active or retiree medical plans, or retirement benefits that are more favorable than those provided to employees under this Agreement, the Department will promptly notify the Association of such terms and, upon request, increase the compensation or benefits provided to Employees covered by this Agreement, to such higher amount and/or comparable terms or conditions.
- E. Nothing in this Agreement will be construed as a commitment by the City or this Department to create parity between any bargaining units.

49. WAGES AND DIFFERENTIAL

- A. Wages – July 1, 2014 through June 30, 2019 - Base Salary. A 10% wage reduction was implemented with respect to the DPLSA bargaining unit in 2013. No additional wage reductions will be implemented during the term of this Agreement. The following wage increases shall apply during the term of this Agreement:
- 5% wage increase (already implemented) effective July 1, 2014.
 - 2% lump sum bonus effective January 1, 2015.
 - 1% lump sum bonus effective July 1, 2015.
 - 2.5% wage increase effective July 1, 2016.
 - 2.5% wage increase effective July 1, 2017.
 - 2.5% wage increase effective July 1, 2018.
- B. Wage Scale. Employee wages during the term of this Agreement are set forth in Exhibit I.
- C. Differential. In no event shall the percentage differential between the salaries of Police Investigator and the maximum salary of Police Officer and the differential between the salary of Police Sergeant and the maximum salary of Police Officer and the percentage differential between the salary of Police Lieutenant and the maximum salary of Police Officer be less than the following schedule:

Detective	5%
Police Sergeant and Police Investigator	
(1) Upon promotion	20%
(2) Upon confirmation or upon completion of one (1) year in rank, whichever occurs later	21%

(3) Upon completion of two (2) years in rank	22%
(4) Upon completion of three (3) years in rank	23%
(5) Upon completion of four (4) years in rank	24%

No Police Sergeant or Police Investigator, currently a member of the Lieutenants and Sergeants' Association bargaining unit, shall suffer any reduction in salary or current differential as the result of the execution of this Agreement.

Police Lieutenant

(1) Upon promotion	35%
(2) Upon confirmation or upon completion of one (1) year in rank, whichever occurs later	36%
(3) Upon completion of two (2) years in rank	37%
(4) Upon completion of three (3) years in rank	38%
(5) Upon completion of four (4) years in rank	39%

No Police Lieutenant, currently a member of the Detroit Police Lieutenants and Sergeants' Association bargaining unit, shall suffer any reduction in salary or current differential as the result of the execution of this Agreement.

50. JURY DUTY

- A. All Employees who serve on jury duty on regularly scheduled work days exclusive of leave days, furlough days and holidays will be paid the difference between their pay for jury duty and their regular straight time pay for all days they are required to serve on jury duty.
- B. In the event that an Employee reports for jury duty but does not actually serve on jury, he will be paid the difference between the jury pay received and his regular day's pay and be excused for the day.
- C. In order to receive payment for jury duty supplementation, an Employee must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to his supervisor that he has been summoned for jury duty, and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment, provided that the commanding officer shall have discretion in seeking to have the Employee excused when his services are essential.
- D. Employees shall have the option when called to jury duty to use vacation, bonus vacation or compensatory time for such service. In that event, the Employee will not be required

to turn in his jury pay. However, the Employee must notify the Department of his desire to exercise this option prior to the first date of jury service.

If the date for jury duty falls upon a day when the Employee is scheduled to work other than Platoon 2, the Department, upon request of the Employee, will rearrange the Employee's working schedule so that he will be carried working Platoon 2 on that date(s). If the date for jury duty falls upon a holiday an Employee is scheduled to work, the Employee shall be allowed to attend jury duty without loss of the Employee's holiday work opportunity.

- E. For payroll purposes, jury duty shall be considered as time worked.
- F. An Employee on jury duty will be continued on the payroll and be paid at his straight time hourly rate of his normally scheduled hours of work. Upon return from jury duty, the Employee shall present evidence of the amount received from such jury duty and return that amount to the City, less any mileage allowance paid for the jury service.

If an Employee fails to turn in his jury duty payment, the City will hold subsequent payments due to the Employee until the City is reimbursed for all time lost due to the alleged jury duty service.
- G. Where Employees once impaneled are excused for days or parts of days, reimbursement shall be made only for time served. Employees should otherwise be expected to report for work.

51. PROMOTIONS

Employees to be promoted to the rank of Detective, Sergeant, or Lieutenant will be selected based upon testing, knowledge, training, experience, performance evaluation ratings, certifications, ability, skills, disciplinary history, attendance, safety record, efficiency, and/or seniority. When all other qualifications are equal, the senior qualified Employee who requests a promotion will be selected. With respect to any Detective, Sergeant, or Lieutenant job opening, the Department will provide the Association with reasonable advanced notice of the selection criteria for the opening.

Appointments to the rank of Master Sergeant and First Lieutenant shall be made at the discretion of the Chief of Police, in accordance with applicable Department policies. Appointments to the rank of Captain shall be made at the discretion of the Chief of Police, in accordance with his authority under the City Charter.

52. DRUG TESTING

Employees subject to this Agreement will be subject to substance abuse testing in accordance with policies and procedures implemented by the Department. Such policies and procedures will not be changed without providing advance notice to the Association. The penalty for testing positive for any illegal drug will be discharge.

53. CIVILIANIZATION (NEW)

Positions within the Department that do not require MCOLES certification are subject to civilianization at any time. Additional Civilianization will be permitted where service improvements or cost savings can be achieved. Any reductions in force (layoffs) resulting from Civilianization will comply with Article 19.

54. SAVINGS CLAUSE

If any article or section of this Agreement or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

55. EXTENT OF AGREEMENT

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

56. EFFECTIVE DATES/DURATION

This Agreement shall be effective and binding on the Union and the City upon the approval of the Treasurer of the State of Michigan ("Effective Date") and shall continue in full force and effect through June 30, 2019 (the "Term"). This Agreement, including the Term, shall be incorporated into and become a part of both the plan of adjustment and order confirming the plan of adjustment, and the Agreement shall be subject to the post-confirmation ongoing jurisdiction of the Bankruptcy Court for the full Term, including without limitation, whatever jurisdiction the Bankruptcy Court's retains to enforce the Term. This Agreement, including specifically, the Term, shall be duly authorized and approved by and consented to by the State Treasurer and the Emergency Manager, with these consents reflected by duly authorized signatures.

If either party desires to modify this Agreement, it may give written notice to the other party during the month of March 2019.


In the event that the Department and the Association fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2019, this Agreement will remain in effect on a day-to-day basis. Either party may terminate this Agreement by giving the other party a ten (10) day written notice on or after June 30, 2019.

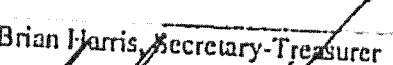
IN WITNESS WHEREOF, the parties hereto have executed this

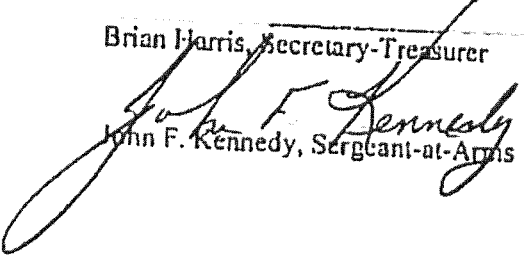
Agreement on this 6 day of November 2014.

DETROIT POLICE LIEUTENANTS
AND SERGEANTS ASSOCIATION:



Mark Young, President


Rodney Sizemore, Vice President


Brian Harris, Secretary-Treasurer


John F. Kennedy, Sergeant-at-Arms

CITY OF DETROIT:


Michael E. Duggan, Mayor


Kevin Orr, Emergency Manager


Michael A. Hall, Director of Labor Relations


James Craig, Chief of Police


Office of the State Treasurer, Michigan